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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA, SOUTHERN DIVISION**

11 MARISSA SKINNER, individually,  
12 Plaintiff

CASE NO.: 2:16-cv-00078-APG-NJK

**STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

18 It appearing to the Court that the Plaintiff MARISSA SKINNER ("Plaintiff") and  
19 Defendant GEICO CASUALTY COMPANY (incorrectly sued as GEICO CASUALTY  
20 INSURANCE COMPANY, hereinafter ("GEICO") are in agreement that GEICO possesses  
21 proprietary policies and procedures that include confidential information that may be  
22 subject to discovery in the proceedings in this matter but which should not be made  
23 available to the public generally, this Court hereby orders that:

24        1. This Confidentiality Agreement and Protective Order shall govern certain  
25 discovery and document production among the parties, as well as discovery and  
26 document production from third parties, in the above-referenced action.

27        2. For purposes of this Confidentiality Agreement and Protective Order, the  
28 term "Confidential Information" shall refer to: (1) information which any party or non-party

1 believes in good faith to be a trade secret or confidential research, development,  
 2 commercial, or other proprietary business information within the meaning of ~~NRCP~~  
 Fed. R. Civ. P. 26(c)(1)(G)  
 3 ~~26(e)(7)~~; and (2) documents and/or testimony that may reveal confidential, proprietary,  
 4 personal, or commercially sensitive information. Such Confidential Information may be  
 5 contained in any written, printed, recorded, or graphic matter of any kind and shall retain  
 6 its confidential designation regardless of the medium on which it is produced, reproduced,  
 7 or stored. Such Confidential Information may also be elicited at deposition or through  
 8 written discovery.

9       3. Whenever any party or non-party desires to designate information  
 10 contained in a document as Confidential Information, the designating party shall mark  
 11 each page of the document with the word "CONFIDENTIAL" and identify such  
 12 Confidential Information at the time of production. Confidential Information may be used  
 13 in the course of depositions in accordance with this Confidentiality Order.

14       4. If any Party disagrees with the designation of materials marked  
 15 "Confidential," the objecting Party shall within five (5) days of receipt of the materials,  
 16 provide written notice of the disagreement to GEICO, requesting a meeting to confer with  
 17 counsel for GEICO to resolve the dispute over the "Confidential" designation. If the  
 18 dispute over the designation is not resolved informally between the parties, GEICO will  
 19 file a motion with the Court to resolve the dispute regarding the "Confidential"  
 20 designation. GEICO will have 30 days from the date in which the parties meet and confer  
 21 regarding the dispute over the designation, in which to file a motion with the court  
 22 regarding the designation. In any event, unless and until a Court ruling is obtained  
 23 changing a designation, or the Party designating the materials as "Confidential" agrees  
 24 otherwise in writing, the material involved shall be treated according to the existing  
 25 "Confidential" designation.

26       5. Transcripts or exhibits from any deposition or hearing shall be temporarily  
 27 designated as "Confidential" and be treated as subject to the terms of this Stipulation.  
 28 Within forty-five (45) days of receipt of such transcripts and exhibits, Counsel will

1 designate the pages of the transcripts or exhibits which shall remain designated as  
2 "Confidential" and will advise all other parties. If no designation is made within forty-five  
3 (45) days, the entire transcript and all exhibits will be deemed not confidential.

4       6. All documents produced or information disclosed and any other records  
5 designated as "confidential" by GEICO shall be revealed only to:

- 6           a) Plaintiff;
- 7           b) Plaintiff's counsel of record in this case;
- 8           c) Defendant;
- 9           d) Defendant's counsel of record in this case;
- 10          e) Paralegals and secretarial employees under counsels' direct  
11              supervision;
- 12          f) Outside photocopying, translating, document management, and  
13              exhibit preparation services engaged by a party for purposes of this  
14              litigation;
- 15          g) Persons employed by counsel to act as consultants or experts in this  
16              action;
- 17          h) Any other person GEICO agrees in writing may be shown such  
18              documents; and
- 19          i) The Court and court personnel, stenographic reporters, and  
20              videographers at depositions taken in this action and any jury  
21              empanelled in this action, subject to the protections of this Order and  
22              to any order the Court subsequently enters to preserve the  
23              confidentiality of documents used at trial.

24       7. The information considered as "Confidential" and disclosed only in accord  
25 with the terms of this agreement shall include, without limitation, any claims manual,  
26 training materials, and any other information or documentation supplied by GEICO and  
27 designated as "Confidential."

28       ///

1       8. Documents deemed confidential by GEICO shall be used only for the  
 2 purposes of prosecuting or defending this action. Under no circumstances shall  
 3 information or materials covered by this Protective Order be disclosed to or discussed  
 4 with anyone other than the individuals designated in Paragraph 6.

5       9. Prior to disclosure of any documents designated as "confidential" to any  
 6 individual who is not a signator to this Agreement, counsel shall require such individual to  
 7 read this Protective Order and sign the Agreement which is attached hereto as Exhibit A  
 8 and shall provide a copy of the signed Agreement to counsel for GEICO.

9       10. ~~Prior to submitting any filing which attaches or contains language from~~

See order issued concurrently herewith ~~signated as "confidential," Plaintiff must confer with GEICO regarding~~  
~~iling under seal. At GEICO's discretion, Plaintiff will file the pleading under~~

12 ~~seal and GEICO will contemporaneously file a motion for leave to file the documents~~  
 13 ~~under seal, consistent with the court's electronic filing procedures in accordance with~~  
 14 ~~Local Rule 10-5(b). Notwithstanding any agreements among the parties, GEICO bears~~  
 15 ~~the burden of overcoming the presumption in favor of public access to papers filed in~~  
 16 ~~court. Kamakana v. City and County of Honolulu, 447 F.2d 1172 (9<sup>th</sup> Cir. 2006); Pintos v.~~  
 17 ~~Pac. Creditors Ass'n, 605 F.3d 665, 677 78 (9<sup>th</sup> Cir. 2010).~~

18       11. This Order is subject to revocation and modification by Order of the Court  
 19 upon written stipulation of the parties or upon motion and reasonable notice, including  
 20 opportunity for hearing and presentation of evidence.

21       12. If any Party believes that it is not bound by this Order respecting documents  
 22 designated "Confidential," it shall give notice to counsel for GEICO at least 30 days  
 23 before the Party uses or discloses such documents in a manner prohibited by this Order,  
 24 to enable GEICO to contest the intended use through a motion to the Court.

25       13. Within 30 days of the final termination of this case, all documents and  
 26 information subject to this Order, including any copies or extracts or summaries thereof,  
 27 or documents containing information taken therefrom, shall be returned to counsel for  
 28 GEICO upon request of GEICO or its attorneys. In the alternative, within 30 days of the

1 final termination of this case, all such documents, including copies or extracts or  
2 summaries thereof, may be shredded or disposed of in a manner to ensure the  
3 destruction thereof and a declaration certifying such destruction or disposal provided to  
4 GEICO.

5        14. In any action or proceeding to enforce this Stipulated Protective Order, or  
6 pursuant to paragraph 12, the prevailing party shall be entitled to recover its reasonable  
7 attorneys' fees and costs, without limiting any other relief that may be available.

8        15. This Order shall remain in effect after the conclusion of this case and the  
9 Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

**DATED** this 17<sup>th</sup> day of March, 2017.

DATED this 17<sup>th</sup> day of March, 2017.

LEWIS BRISBOIS BISGAARD & SMITH

CLARK MCCOURT

13                           /s/ Priscilla L. O'Briant  
14 ROBERT W. FREEMAN, ESQ.  
15 Nevada Bar No. 03062  
16 PRISCILLA L. O'BRIANT, ESQ.  
17 Nevada Bar No. 010171  
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Las Vegas, NV 89128  
*Attorneys for Plaintiff*

## ORDER

## **IT IS SO ORDERED:**

Dated March 20 2017

**UNITED STATES DISTRICT JUDGE**  
**UNITED STATES MAGISTRATE JUDGE**

1                   **EXHIBIT A**

2                   **ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO**  
3                   **COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND**  
4                   **PROTECTIVE ORDER**

5                   The undersigned hereby acknowledges that he/she has been provided with a copy  
6                   of the parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE  
7                   ORDER in the lawsuit captioned Marissa Skinner vs. GEICO Casualty Insurance  
8                   Company (United States District Court, District of Nevada Case No. 2:16-cv-00078-APG-  
9                   NJK). The undersigned agrees to be bound by the terms of the referenced *Stipulated*  
10                  *Confidentiality Agreement and Protective Order* in the same manner as Plaintiff,  
11                  Defendant, and their attorneys.

12                  DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

13  
14  
15                  By: \_\_\_\_\_  
16                  Litigation Participant - Signature

17                  Name (Printed) \_\_\_\_\_

18  
19                  Street Address \_\_\_\_\_

20  
21                  City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

22  
23  
24                  Occupation of Business \_\_\_\_\_